

WHEN RECORDED RETURN TO:
SELECT PORTFOLIO SERVICING, INC.
DOCUMENT CONTROL DEPARTMENT
P.O. BOX 65250
SALT LAKE CITY, UT 84165-0250

RETURNED
FEB 04 2010

E 2509786 B 4955 P 188-189
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
02/04/2010 01:12 PM
FEE \$12.00 Pgs: 2
DEP RT REC'D FOR SELECT PORTFOLIO

LIMITED POWER OF ATTORNEY

Pursuant to the Interim Servicing Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"; capitalized terms not defined herein have the definitions assigned to such terms in the Agreement), dated as of November 18, 2004 among Financial Security Assurance Inc., IMC 97-7 Refi Co. LLC, as Owner, and Select Portfolio Servicing, Inc., a Utah corporation and residential mortgage loan servicer ("SPS"), the Owner hereby appoints SPS as its true and lawful attorney-in-fact and in its name, place and stead to take the following designated actions with respect to any mortgage loan or real estate owned property (collectively, the "Mortgage Loans") which is subject to the Agreement, all in accordance with the standards of care and the duties set forth in the Agreement:

1. To ask, demand, sue for, collect and receive all sums of money, debts or other obligations of any kind with respect to a Mortgage Loan which are now or shall after this date become due, owing or payable, or otherwise belong to the Owner; to settle and compromise any of such debts or obligations that may be or become due to the Owner; to endorse in the name of the Owner for deposit in the appropriate account any instrument payable to or to the order of the Owner; in each case with respect to a Mortgage Loan.

2. To make demand(s) on behalf of the Owner upon any or all parties liable on a Mortgage Loan; to declare defaults with respect to a Mortgage Loan; to give notices of intention to accelerate; to give notices of acceleration and any other notices as SPS deems reasonably necessary or appropriate; to post all notices as required by law and the documents securing a Mortgage Loan in order to foreclose such Mortgage Loan; to handle all aspects of foreclosure on behalf of the Owner, including, but not limited to, conducting the foreclosure sale, bidding for the Owner and executing all documents, including all deeds and conveyances, needed to effect such foreclosure sale and/or liquidation; to execute any documents or instruments necessary for the offer, listing, closing of sale, and conveyance of REO Property, including, but not limited to, grant, warranty, quit claim and statutory deeds or similar instruments of conveyance; to execute any documents or instruments in connection with any bankruptcy or receivership of a mortgagor on a Mortgage Loan; to file suit and prosecute legal actions against all parties liable for amounts due under a Mortgage Loan, including, but not limited to, any deficiency amounts due following foreclosure; to take such other actions and exercise such rights which may be taken by Owner under the terms of any Mortgage Loan, including, but not limited to, satisfaction, release, cancellation or discharge of mortgage, eviction, unlawful detainer, or similar dispossessory proceeding, sale, taking possession of, release of security instruments, realization upon all or any part of a Mortgage Loan or any collateral therefor or guaranty thereof; and to assign, convey, accept, or otherwise transfer, Owner's interest in any Mortgage Loan.

This instrument is to be construed and interpreted as a Limited Power of Attorney regarding a Mortgage Loan. The enumeration of specific items, acts, rights and powers is not intended to, nor does it give rise to and it is not to be construed as a general power of attorney.

The rights, powers and authority of the Servicer as attorney-in-fact of the Owner under this Limited Power of Attorney shall commence on the date of execution hereof and shall remain in full force and effect as a limited and revocable power of attorney which may be revoked at any time in writing by the Owner.

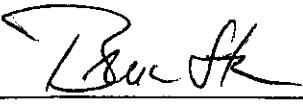
This Limited Power of Attorney shall be governed by and construed in accordance with the laws of the State of New York.

3/17/11 4:26:36
DK P BK 143 PG 188
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

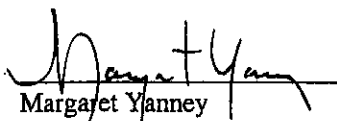
IN WITNESS WHEREOF the Owner has hereunto caused this Limited Power of Attorney to be executed by its duly authorized representatives on this 16th day of February, 2005.

IMC 97-7 Refi Co. LLC

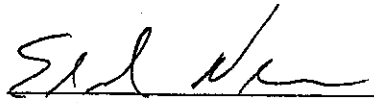
BY: FSA PORTFOLIO MANAGEMENT INC.,
MEMBER

By: 
Name: Bruce E. Stern
Title: General Counsel

WITNESS:

By: 
Name: Margaret Yanney
Title: Assistant General Counsel

WITNESS:

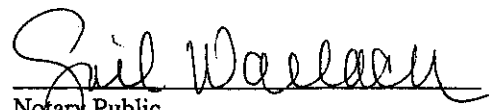
By: 
Name: Edward M. Newman
Title: Associate General Counsel

STATE OF NEW YORK

COUNTY OF NEW YORK) ss
)

On February 16, 2005, before me personally appeared Bruce E. Stern, known to me to be the General Counsel of IMC 97-7 Refi Co. LLC that executed the preceding Limited Power of Attorney and also known to me to be the person who executed it on behalf of said company, and acknowledged to me that such company executed the preceding Limited Power of Attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the year and day in this certificate first written.


Notary Public

GAIL WALLACH
Notary Public - State of New York
No. 02WA6090951
Qualified in New York County
My Commission Expires April 21, 2007





STATE OF UTAH) ss
COUNTY OF DAVIS)

I, THE UNDERSIGNED, RECORDER OF DAVIS COUNTY, UTAH, DO
HEREBY CERTIFY THAT THE ANNEXED AND FOREGOING IS A TRUE
AND FULL COPY OF AN ORIGINAL DOCUMENT ON FILE IN MY OFFICE
AS SUCH RECORDER

WITNESS MY HAND AND SEAL OF SAID OFFICE

THIS 4 DAY OF February 20 10
RICHARD T. MAUGHAN RECORDER

Mary Christensen DEPUTY

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